

City of Albuquerque

Request for Proposals

RFP2006-007-SV

**“Hazardous Waste Management
and Emergency Response”**



Proposal Due Date: 14 December 2005 - NLT 4:00 p.m. (MST)

The time and date proposals are due shall be strictly observed.

Mandatory Pre-Proposal Conference: 30 November 2005

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
11/14/05

TABLE OF CONTENTS

	Page
Introduction	3
Part 1 Instructions to Offerors	4
Part 2 Proposal Format	13
Part 3 Scope of Services	15
Part 4 Evaluation of Offers	17
Part 5 Local Preference Form Instructions	20
Local Preference Form	21
Part 6 Draft Agreement	22
Appendices	
Appendix A (Price Sheet)	A-1
Appendix B (Cost Comparison Scenarios)	B-1

INTRODUCTION

The City of Albuquerque Department of Finance and Administrative Services, Purchasing Division is issuing this Request for Proposals for the City of Albuquerque Environmental Health Department (AEHD) to solicit responses from qualified vendors to provide hazardous waste disposal.

The AEHD, Environmental Services Division provides assistance to other City Departments on proper hazardous waste management, including disposal options. Numerous City Departments/Division (including, but not limited to, Aviation, Finance and Administrative Services, Fire, Legal, Municipal Development, Planning, Police, Solid Waste and Transit) have the need to dispose of hazardous or unknown wastes. These wastes are generated as a result of normal operations or situations where the City must assume responsibility of the material in the interest of public health and safety or protection of the Environment.

The AEHD also provides management of an emergency response contract used to support the Albuquerque Fire and Police Departments in the clean-up and disposal of “orphan materials.” The AEHD will provide technical management of the contract.

This proposal will be for a two-part contract:

- Part A: Routine management of hazardous wastes generated by various City of Albuquerque Departments; and
- Part B: Emergency response as requested to support City emergency response (Haz-Mat) personnel.

{INTENTIONALLY LEFT BLANK}

PART 1
INSTRUCTIONS TO OFFERORS

1.1 RFP Number and Title: RFP2006-007-SV, "Hazardous Waste Management and Emergency Response"

1.2 Proposal Due Date: 14 December 2005 - NLT 4:00 PM (MST)

The time and date proposals are due shall be strictly observed.

1.2.1 Mandatory Pre-Proposal Conference: This is a mandatory pre-proposal conference. Failure to attend by an authorized representative of the Offeror will result in the rejection of any subsequent offer submitted. In the case of a joint venture, the attendance by any authorized representative of any of the parties to the joint venture will satisfy this requirement.

1.2.2 The City shall have in attendance key personnel to answer questions or discuss issues that may arise. Questions should be prepared prior to the conference and a copy of such questions are to be submitted in writing to the purchasing representative on the **day of the conference. Please submit one hard copy and one electronic copy of the questions.**

1.2.3 Mandatory Pre-Proposal Conference Time, Date and Address:

Time and Date: 10:00 A.M. - Wednesday, 30 November 2005

Address: City of Albuquerque/Bernalillo County Government Center
One Civic Plaza, NW 7th Floor Purchasing Conference Room # 7033
Albuquerque, NM 87102.

1.3 Purchasing Office: This RFP is issued on behalf of the City of Albuquerque by the Purchasing Office, which is the sole point of contact during the entire procurement process.

1.4 Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, (the "Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

1.5 Acceptance of Offer: Acceptance of Offer is contingent upon Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the following:

1.5.1 City Public Purchases Ordinance

1.5.2 City Purchasing Rules and Regulations: City of Albuquerque Purchasing Rules and Regulations: These Rules and Regulations (hereinafter "Regulations") are written to

clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

1.5.3 Civil Rights Compliance: Acceptance of offer is contingent upon the Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Family and Community Services Department.

1.5.4 Americans with Disabilities Act Compliance: Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and Federal regulations promulgated there under.

1.5.5 Insurance and Bonding Compliance: Acceptance of offer is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a copy(s) of such certification or statement of compliance in your proposal.

1.5.6 Ethics:

1.5.6.1 Fair Dealing. The Offeror warrants that its proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

1.5.6.2 Conflict of Interest. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.7 Participation/Offeror Preparation: Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its offer or in the management of its business if awarded the contract resulting from this RFP.

1.5.8 Debarment or Ineligibility Compliance: By submitting its offer in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

1.5.9 Goods Produced Under Decent Working Conditions. It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines “under decent working conditions” as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

1.6 City Contact: The sole point of contact for this Request for Proposals is the City of Albuquerque Purchasing Division. Contact the following individual(s) regarding this RFP:

- Sandra Vescovi, Contract Section Supervisor, Department of Finance and Administrative Services, Purchasing Division,
- Phone: (505) 768-3341 or E-Mail: svescovi@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this RFP will be managed by Albuquerque Environmental Health Department, Environmental Services Division.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this Request For Proposals must be requested in writing not less than ten (10) working days prior to the hour and date specified for the receipt of offers to allow sufficient time for a reply to reach Offerors before the submission of their offers. All inquiries must be directed to the Purchasing Office as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Any information given to a prospective Offeror concerning this Request For Proposals, will be furnished to all prospective Offerors as an amendment to this Request for Proposals, if such information is necessary to Offerors in submitting offers on this Request For Proposals or if the lack of such information would be prejudicial to uninformed Offerors.

1.9 Submission of Offers: The Offeror's sealed proposal must be in the format outlined in Part 2 of this Request for Proposals and mailed or delivered pursuant to the following requirements:

1.9.1 Envelope preparation. Offers and modifications thereof shall be enclosed in sealed envelopes and have the following identifying information on the outside:

- Name and address of Offeror
- Closing Date and Time
- Request for Proposals Number
- RFP Title

1.9.2 Ship, Deliver or Hand Carry Sealed Offers to: The Office of the City Clerk, City /County Government Center, 11th Floor, One Civic Plaza, Albuquerque, New Mexico 87102. Mark all packages as stated above.

1.9.3 Mail Sealed Responses to: Office of the City Clerk, Post Office Box 1293, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City shall not be responsible for the failure of mailed offers to actually be received by the Office of the City Clerk by 4:00 of the day of closing.

Note: The City picks up mail at the post office **once** every morning at 7:00 AM (Local Time). **Note: ALL SEALED PROPOSALS MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK NO LATER THAN 4:00 PM, LOCAL TIME AS RECORDED IN THE CITY CLERK'S OFFICE.**

1.9.4 No other methods of offer delivery: Neither telephone, facsimile, electronic, nor telegraphic offers shall be accepted.

1.9.5 Hard Copy: Submit 1 original and 5 copies of your Technical Proposal. Submit 1 original and 1 copy of your Cost Proposal.

Electronic Copy: Submit 1 original electronic copy of the Technical Proposal and 1 electronic copy of the Cost Proposal.

1.9.6 Modification: Offers may be modified or withdrawn by written notice provided such notice is received prior to the hour and date specified for receipt of offers.

1.9.7 Failure to Submit Offer: If no offer is to be submitted, the recipient shall not return the Request for Proposals.

1.10 Receipt of Proposals: The only acceptable evidence to establish the time of receipt of proposals at the City Clerk's Office is the time-date stamp of such office on the proposal wrapper or other documentary evidence of receipt maintained by the office.

1.11 Acknowledgment of Amendments to the Request For Proposals: Receipt of an amendment to the Request For Proposals by an Offeror must be acknowledged (a) by signing and returning the amendment, or (b) by letter. Such acknowledgment may be submitted with your offer. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

1.12 Modifications to Scope of Services: In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

1.13 Draft Agreement: A copy of the Draft Agreement to be entered into is attached. Please state that you accept the terms and conditions of the Draft Agreement, or note exceptions.

1.14 Evaluation period: The City reserves the right to analyze, examine and interpret any offer for a period of ninety (90) days after the hour and date specified for the receipt of offers.

1.15 Evaluation Assistance: The City of Albuquerque, in evaluating proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

1.16 Rejection and Waiver: The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

1.17 Debarment of Offeror: Any proposal received from an Offeror that is, at the time of submitting its proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

1.18 Award of Contract:

1.18.1 When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

1.18.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposals will be most advantageous to the City as set forth in the Evaluation Criteria. Should personnel changes occur following award of this contract, a statement of qualifications of the new team members must be submitted to the City of Albuquerque Environmental Health Department, and must be approved in advance.

1.18.3 Contract Term: The contract term shall be for a period of twenty-four (24) months from the effective date of the contract and/or final execution by the City. This contract term may be extended for up to two (2) additional twenty-four (24) month periods by mutual written agreement between the City and the Contractor.

1.18.4 Type of Contract: Firm Fixed Fee.

1.18.5 Debarment/Cancellation of Contract: Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause as provided in accordance with the terms of said contract.

1.18.6 Graffiti Free: When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are "graffiti free". Failure

of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

1.19 Cancellation: This Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the City.

1.20 Negotiations: Negotiations may be conducted with the Offeror(s) recommended for award of contract.

1.21 City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in the Request for Proposals.

1.22 Proprietary Data: This Request for Proposals shall be open to public inspection after the recommendation of award of a contract has been signed by the Mayor, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated must be separated from the Offeror's main proposal and each page shall be clearly marked in order to be considered confidential and to facilitate public inspection of the non-confidential portion of the proposal. Prices and makes and models or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary. The City of Albuquerque will endeavor to restrict distribution of the material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978).

1.23 Local and Resident Preference: A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement (Part 6). If a completed Local Preference Certification Form, or a current and correct Resident Preference Number, or evidence to indicate that a company is a manufacturer (if applicable), is not received with the Offeror's response a preference will not be applied for that offer. The Form, the Number, or other evidence will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

1.24 REQUEST FOR PROPOSALS (RFP) PROTEST PROCESS:

1.24.1 When: If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Purchasing Officer no later than ten working days prior to the deadline for the receipt of offers.

1.24.2 Recommendation of Award: If the protest concerns other matters relating to this solicitation, the protest must be filed within ten working days after the receipt of notice of the Recommendation of Award.

1.24.3 Timely Protests: Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Purchasing Officer may waive the deadline for good cause, including a delay caused by the fault of the

City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

1.24.4 How to File: The protest shall be addressed to the Purchasing Officer, must be submitted in written form and must be legible. Protests may be hand-delivered or mailed. Facsimile, telephonic, telegraphic or electronic protests will not be accepted.

1.24.5 Required Information: The protest shall contain at a minimum the following;

- The name and address of the protesting party;
- The number of the competitive solicitation;
- A clear statement of the reason(s) for the protest;
- Details concerning the facts, which support the protest;
- Attachments of any written evidence available to substantiate the claims of the protest; and
- A statement specifying the ruling requested.

1.24.6 Address Letters and Envelopes as Follows:

- City of Albuquerque
 - Purchasing Division
 - PO Box 1293
 - Albuquerque, New Mexico 87103
- RFP Number
PROTEST

1.24.7 Protest Response by Purchasing Officer: All protests will be responded to by the Purchasing Officer upon evaluation. The Purchasing Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Purchasing Officer.

1.24.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. Only the issues outlined in the protest will be considered by the Purchasing Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Purchasing Officer following review of the request.

1.25 BONDS and INSURANCE:

1.25.1 General Conditions: The City will require that the successful Offeror, referred to as the Contractor, procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverage, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk

Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. The City shall be named an additional insured for all coverages and the coverages afforded shall be primary with respect to operations provided.

1.25.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

1.25.3 Coverage Required: The kinds and amounts of insurance required are as follows:

1.25.3.1 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments
\$1,000,000	Pollution Liability (each loss)
\$2,000,000	Pollution Liability (total all losses)

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.25.3.2 Automobile Liability Insurance. A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

1.25.3.3 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ

three or more persons during the term of the contract resulting from this RFP.

1.25.3.4 Pollution Liability Insurance. Contractor's Pollution and Pollution Legal liability insurance and in an amount not less than 1,000,000 combined single limit of liability per occurrence with a general aggregate of \$2,000,000. The policy must include coverage for all risks of pollution which could result from the Contractor's performance of Services hereunder.

1.25.3.5 Professional Liability Insurance. Professional liability insurance in an amount not less than \$1,000,000.00 per claim and aggregate.

1.25.4 Increased Limits: During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

{INTENTIONALLY LEFT BLANK}

PART 2 PROPOSAL FORMAT

2.1 Technical Proposal Format, Section One

The technical portion of the proposal shall be spiral bound and limited to a maximum of fifteen (15) numbered pages excluding the introductory cover letter, title page, table of contents, dividers between categories, and front and back cover pages. Insurance certificates, draft agreement modifications and resumes should be included in the Appendices and will not count toward the 15 page total. Resumes should be limited to two (2) pages per person. Font size should be 12 pitch and pages greater than 8 ½ x 11 inches size shall count as two pages. It is preferred that the proposal be printed on double-sided paper, however, text should be limited to fifteen (15) single-sided pages.

2.1.1 Offeror Identification: State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors if any must be identified in a similar manner. Include name and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the Draft Agreement; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

2.1.2 Experience:

2.1.2.1 Current Experience. State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.

2.1.2.2 Past Experience. Describe a minimum of three (3) projects of similar scope and size, which are now complete; state for whom the work was performed, year completed, and a reference person who can be contacted regarding the work. References must be for work performed in the past three to five (3 to 5) years. State relevant experience with other municipalities or government entities.

2.1.3 Proposed Approach to Tasks: Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services, and in Appendix B. Use tables to illustrate the number of hours dedicated to each task and who will be performing each task [individual(s)/firm(s)]. Reference items listed in Appendix A, attached hereto, without stating the price structure.

2.1.4 Management Summary: Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks, and identify resources and staff located in the Albuquerque area.

2.2 Cost Proposal Format, Section Two

Submit one original and one copy of your Cost Proposal, in a **separate** distinctively marked spiral bound document. It should include costs as requested in “Appendix A – Price Sheet” and “Appendix B – Cost Comparison Scenarios.”

Electronic Copy: Submit one original electronic copy of this section.

2.2.1 The Price Sheet in Appendix A should be completed. Additional sheets may be added in addition, however the form in Appendix A should be completed. The Offeror should include costs for the initial term (2/25/06 – 2/24/08) and for each two-year extension as noted on the form in Appendix A.

2.2.2 The Cost Comparison Scenarios should contain at least the following information:

- Cost or pricing details should be shown by task and number of hours dedicated to each task as listed in the specifications. Costs should include all applicable taxes. This might include, but is not limited to:
 - Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates are to include all overhead and profit;
 - Disposal costs by waste type, disposal options, and container size/type;
 - Warehousing costs;
 - Packaging and other purchased materials unit costs;
 - Sampling and analytical costs;
 - Travel, lodging, and other direct expenses; and
 - Subcontractor costs if applicable and additional consulting beyond the scope of the described tasks (if requested).

2.2.3 Costs included in Appendix A should be used to develop the cost for the scenarios in Appendix B. In addition to providing detailed costs for each of the scenarios in Appendix B, costs should be summarized as shown in the Total Cost Summary (end of Appendix B).

2.2.4 All Costs: All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other offers received. The Offeror should understand that the City will not pay for any amounts not included -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.

PART 3

SCOPE OF SERVICES

3.1 General Services. This proposal serves to develop a two-part contract to provide an on-call contractor to assist in: A) the proper management (disposal) of hazardous wastes generated by various departments in the City of Albuquerque at various locations within the Albuquerque metropolitan area; and B) to provide a contractor capable of providing twenty-four (24) hour, 365 days per year response capability to emergency situations involving hazardous materials for which the City is assuming responsibility.

3.2 Specifics. The Contractor shall be a fully permitted and insured hazardous waste management firm and shall provide documentation of this to the City.

3.3 Part A: As requested, the Contractor shall provide the following services for hazardous wastes generated by the City:

3.3.1 Sampling and analysis (profiling of wastes);

3.3.2 Packaging, including labeling and manifesting;

3.3.3 Pick-up at City-operated facilities, in the public rights-of-way, (and if requested, abandoned waste on private property) and transport in accordance with the Environmental Protection Agency (EPA) and Department of Transportation (DOT) regulations to an EPA permitted Treatment, Storage, and Disposal (TDS) Facility.

3.3.4 The types of hazardous waste expected to be handled by the Contractor include, but are not limited to the following:

3.3.4.1 Ignitable wastes;

3.3.4.2 Corrosive wastes;

3.3.4.3 Toxic wastes;

3.3.4.4 Polychlorinated Biphenyl compounds; and

3.3.4.5 Asbestos.

3.3.5 The Contractor will **NOT** be responsible for the following types of wastes:

3.3.5.1 Radioactive or Mixed wastes;

3.3.5.2 Biomedical wastes; or

3.3.5.3 Explosives.

3.3.6 The Contractor shall provide, as required, appropriate containers, overpacks, absorbent materials, labels, etc. to assure that the wastes are packaged and transported in accordance with EPA and DOT regulations.

3.3.7 Preferred methods of disposal are:

3.3.7.1 Recycling/Reuse

- 3.3.7.2 Incineration
- 3.3.7.3 Land filling; or
- 3.3.7.4 Treatment prior to disposal.

3.3.8 The Contractor shall provide site-specific information on each proposed TSD facility to AEHD. The proposed TSD facility(ies) must be acceptable to AEHD prior to any disposal at that facility.

3.4 Part B: The Contractor shall provide the following emergency response services for the City.

3.4.1 Maintain a twenty-four (24) hour per day, seven (7) days per week emergency telephone number where the contractor can be contacted by staff authorized by the Director of the AEHD.

3.4.2 Respond to incidents within the Albuquerque Metropolitan area within two (2) hours of notification with appropriate personnel, materials, and equipment to initiate response efforts.

3.4.3 Assume responsibility for containment, clean-up, packaging, storage, transportation, sampling/analysis, and disposal of the hazardous materials generated at the incident upon request of authorized staff. Temporary storage of recovered materials will be at the Contractor's facility pending disposal or other disposition of the materials shall be collected, transported, stored, and disposed of in full compliance with applicable federal, state, and local laws and regulations. The City will assume generator status of the material, if a responsible party cannot be identified. The City shall not be considered a generator of the material for any other purpose, including, but not limited to, liability to third parties.

3.5 Reports: The Contractor will provide monthly reports regarding activity on both Part A and Part B contract services to AEHD.

{INTENTIONALLY LEFT BLANK}

PART 4 EVALUATION OF OFFERS

4.1 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial offers.

4.2 Evaluation Criteria. The following general criteria, not listed in order or significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below:

4.2.1 Evaluation Factors:

100 -- The Offeror's general approach and plans to meet the requirements of the RFP.

300 -- Experience and qualifications of the Offeror and personnel as shown on staff resumes to perform tasks described in Part 3, Scope of Services.

150 -- Adequacy of proposed project management and resources to be utilized by the Offeror.

250 -- The Offeror's past performance on projects of similar scope and size.

200 -- The overall ability of the Offeror, as judged by the evaluation committee, to successfully complete the project within the proposed schedule. This judgment will be based upon factors such as the project management plan and availability of staff and resources.

4.2.2 Cost/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please use the format described in Appendix A. Proposed costs will be evaluated not only to determine if the estimate is reasonable, realistic, and cost effective, but also, the Offeror's ability to organize and perform the services. Please note that the lowest cost is not the sole criterion for recommending contract award.

4.2.3 Cost Evaluation. The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in

information to determine the value/price/cost relative to the services proposed.

The method of cost evaluation to be used will be a Best Value Method. All factors, except cost, are considered and scored according to the established criteria. Once this is complete, the cost evaluation is computed by dividing the total points awarded to each proposal by its proposed cost. In this method, a value is presented in the form of a cost per point. The proposal with the lowest cost per point represents the best value to the City and would receive the recommendation of award. A minimum acceptable score of 600, prior to calculation of the cost per point, would have to be achieved in order to move forward in the process.

Example:

CATEGORY	PROPOSAL A	PROPOSAL B	PROPOSAL C
General Approach	85	95	90
Experience and Qualifications	225	285	290
Adequacy of Project Management	75	125	145
Past Performance	155	235	245
Overall Ability	100	130	160
Total Points	640	870	930
Local Preference (1.05%)	672	870	977
Community Involvement	50	50	50
Total Revised Points	722	920	1027
Cost (from Appendix B)	\$100,000	\$125,000	150,000

Proposals A and C qualified for Local Preference. All three proposals agreed to Community Involvement.

PROPOSAL	COST	/	TOTAL POINTS	=	COST PER POINT
A	\$100,000	/	722	=	\$138.50
B	\$125,000	/	920	=	\$135.87
C	150,000	/	1027	=	\$146.13

Proposal B would receive the recommendation of award based on the lowest cost per point, or best value to the City.

4.2.4 Local Preference. Local and Resident Preference: A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement. The "LOCAL PREFERENCE CERTIFICATION FORM" and instructions are attached as an Appendix to this Request for Proposals. If a completed Local Preference Certification Form, or a current and correct Resident Business Preference Number is not received with the Offeror's response, a preference will not be applied for that offer. The Form or the Number will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score, prior to calculation of cost per point. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

4.3 Additional Points for Community Involvement. The City has implemented a program to assist Albuquerque's young adults in finding summer employment with local businesses. The object is to benefit the community by providing meaningful work experiences for young people and assisting businesses to locate summer staffing. This program is called the City's Summer Youth

JOBS Initiative. To encourage participation in this program, an additional 50 points will be added to the total composite score, prior to calculation of cost per point, of any Offeror who volunteers to do one of the following:

4.3.1 To hire one or more youth(s) (ages 16 - 21) for a minimum of eight (8) weeks for at least forty (40) hours per week of employment placement during the period of May 15 to September 1 of each year during the term of its contract with the City, to pay at least a minimum wage to the youth hired, to provide a meaningful work experience for the youth and an understanding of basic employment rules and requirements, to hire the youth through the New Mexico Department of Labor Dial-A-Teen Office, and to follow all applicable laws and regulations regarding the hiring of young adults; or

4.3.2 To contribute at least Two Thousand Dollars to the City's Summer Youth JOBS Initiative Fund for each one year period during the term of its contract with the City. The funds will be used to provide employment for youth with other employers.

4.3.3 An Offeror must certify in a written statement submitted **with** its proposal its willingness to participate in this program and to meet the selected requirements outlined above in order to be eligible for these additional points.

PART 5
INSTRUCTIONS FOR LOCAL PREFERENCE CERTIFICATION FORM

1. ALL INFORMATION MUST BE PROVIDED. A 5% local preference is available for this procurement. To qualify for this preference, an Offeror **MUST** complete and submit this Form **WITH ITS OFFER**. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. **THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**

2. LOCAL PREFERENCE PRECEDENCE OVER STATE PREFERENCE. The local preference takes precedence over the State Resident Business Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Business Preference will not be applied to any offers.

3. PHYSICAL LOCATION MUST BE STATED. To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.

4. ADDITIONAL REQUIREMENT. To qualify for this preference, the principal Offeror (i.e. the business, **NOT** the individual signing the form) if it is a corporation, must be a New Mexico corporation with its articles of incorporation filed with the New Mexico Public Regulation Commission.

5. DEFINITIONS. The following definitions apply to this preference:

- The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
- A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.
- A principal Offeror is a single Offeror; a business which is the prime contractor or one of the prime contractors and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

6. ADDITIONAL DOCUMENTATION. If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form.

9/24/02




LOCAL PREFERENCE CERTIFICATION FORM

RFP2006-007-SV

Business Name: _____

Business Location (in Abq. Metro Area): _____

Article I. Business Type: **SELECT ONE**

- ☐ Corporation -- Indicate state of incorporation.  _____
- ☐ Partnership -- Indicate "general" or "limited".  _____
- ☐ Sole Proprietorship (Single Owner with employees)
- ☐ Individual (Single Owner/No employees)
- ☐ Other - Indicate status.  _____

Additional Information: (PROVIDE IF BUSINESS IS A CORPORATION)

Date of incorporation in the State of New Mexico:  _____

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City, will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ **Date:** _____

YOU MUST RETURN THIS FORM WITH YOUR OFFER

PART 5
DRAFT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the City of Albuquerque, New Mexico a municipal corporation, (hereinafter referred to as the "City"), and _____, hereinafter referred to as the "Contractor"), a _____, whose address is _____.

Section 1.01 RECITALS

WHEREAS, the City requires proper management of hazardous wastes generated by various Departments as the result of normal operations and services; and

WHEREAS, various City departments may have the need for assistance in a hazardous waste emergency; and

WHEREAS, the City must assume responsibility of "orphan materials" abandoned in City easements and rights-of-way; and

WHEREAS, the City may at times assume responsibility of "orphan materials" abandoned on private property; and

WHEREAS, the City issued a Request For Proposals No. RFP2006-007-SV, titled "Hazardous Waste Management and Emergency Response", dated 14 November 2005, which is attached hereto as Exhibit A, and by this reference made a part of this Agreement; and

WHEREAS, the Contractor submitted its proposal, dated _____, in response to RFP2006-007-SV, which proposal is attached hereto as Exhibits B and C, and by this reference made a part of this Agreement; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services. The Contractor shall perform the following services (hereinafter the "Services") in a satisfactory and proper manner, as determined by the City:

Provide hazardous waste management and emergency response services in accordance with Exhibit A as supplemented by Exhibits B and C.

2. Time of Performance. Services of the Contractor shall commence on the date of February 25, 2006 and shall be undertaken and completed in such sequence as to assure their

expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within two (2) years of the date of commencement of this Agreement. This Agreement may be extended for up to two (2) additional two-year periods by execution of supplemental Agreements by the City and the Contractor.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of _____ Dollars (\$_____) per year, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

B. Method of Payment. Such amount shall be paid to the Contractor at the rates indicated in the Pricing Matrix contained in Exhibit C which includes any applicable gross receipts taxes. Such amounts shall be paid to the Contractor upon receipt by the City of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. Appropriations. Notwithstanding any other provisions in this Agreement to the contrary, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. Independent Contractor. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

D. Project personnel changes to personnel other than those listed in the Technical Proposal (Exhibit B), must be approved in advance by the City of Albuquerque Environmental Health Department (AEHD). A statement of qualifications of new personnel must be submitted to the AEHD for review, prior to approval.

6. Indemnity. The Contractor agrees to defend, indemnify, and hold harmless the City and their officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any negligence by the Contractor and/or its employees/agents in performance of this Agreement. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by its or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Management, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is cancelled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. The Contractor shall not commence any work under this Agreement until the insurance required in Exhibit A, Section 1.25, has been obtained and the proper certificates (or policies) have been submitted to the City.

8. Discrimination Prohibited. In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

9. ADA Compliance. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the

City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.

11. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

12. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor may be required to provide such information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

13. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

14. Compliance with Laws. In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

15. Changes. The City may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

16. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

17. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

18. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

19. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

20. Enforcement. The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

21. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

22. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

23. Approval Required. This Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE

Approved By:

James B. Lewis
Chief Administrative Officer

Date: _____

Alfredo Robert Santistevan, Director
Environmental Health Department

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

Fed Tax ID No: _____

State Tax ID No: _____

EXHIBIT A
CITY OF ALBUQUERQUE REQUEST FOR PROPOSALS

EXHIBIT B
OFFEROR'S TECHNICAL PROPOSAL

EXHIBIT C
OFFEROR'S COST PROPOSAL

APPENDICES

APPENDIX A – PRICE SHEET

APPENDIX B - COST COMPARISON SCENARIOS

APPENDIX A – PRICE SHEET

List expected costs on a per hour or item cost. The following list is not meant to be an all inclusive list

	2/25/2006 – 2/24/2008	2/25/2008 – 2/24/2010	2/25/2010 – 2/24/2012
LABOR (per hour)			
Team Leader	\$	\$	\$
Chemist	\$	\$	\$
Haz-Mat Technician	\$	\$	\$
PERSONAL PROTECTIVE EQUIPMENT (each)			
Level “A”	\$	\$	\$
Level “B”	\$	\$	\$
Level “C”	\$	\$	\$
Level “D”	\$	\$	\$
EQUIPMENT AND SUPPLIES			
Truck (per day)	\$	\$	\$
Samplers (each)	\$	\$	\$
Absorbent (per bag)	\$	\$	\$
CONTAINERS (each)			
Overpack, poly	\$	\$	\$
Overpack, steel	\$	\$	\$
Metal 55 gal, steel, closed top	\$	\$	\$
Metal 55 gal, steel, open top	\$	\$	\$
30 gal Poly, open top	\$	\$	\$
20 gal Poly, open top	\$	\$	\$
5 gal Poly, open top	\$	\$	\$
30 gal fiber	\$	\$	\$
20 gal fiber	\$	\$	\$
5 gal fiber	\$	\$	\$
Cubic yard container	\$	\$	\$
WASTE I.D./PROFILE			
Waste Profile (per stream)	\$	\$	\$
Haz-Cat Identification (per test)	\$	\$	\$
ANALYTICAL SERVICES (per test)			
TPH - Soil	\$	\$	\$
BTEX	\$	\$	\$
TCLP, Metals	\$	\$	\$
Full TCLP	\$	\$	\$
DISPOSAL (per 55-gallon drum)			
Labpack	\$	\$	\$
Incineration, bulk liquids	\$	\$	\$
TPH Soils to Landfill	\$	\$	\$
Corrosive Neutralization	\$	\$	\$
Fuels Recycling	\$	\$	\$

APPENDIX B – COST COMPARISON SCENARIOS

In an effort to determine realistic cost comparisons, the Offeror is to provide, **in addition to the cost proposal** in Appendix A, both a detailed cost breakdown of expected charges for the following situations and complete the total cost summary as listed below.

Task 1: Pick-up and properly dispose of two 55-gallon drums of abandoned waste in an accessible City-right-of-way. One drum is rusted, requiring over pack. One drum is intact. The drums contain waste paints and organic solvents which are ignitable and may contain lead, chromium or other heavy metal pigments. Provide copy of manifest and verification of destruction.

Task 2: Collect and quantitatively analyze ten 1-ounce samples of red iodine in crystal form, from a suspected methamphetamine lab. Follow proper chain-of-custody procedures, verify hazardous properties, document findings for potential legal process, manifest and provide verification of destruction.

Task 3: Pick up and properly dispose one 55-gallon container of an oil-water mixture and one drum full of uncrushed, not completely drained oil filters from a City Fleet Maintenance Facility. Provide verification of recycle, reuse or destruction.

Task 4: Within 24 hours of a request from the Solid Waste Department, respond to a Solid Waste Convenience Center to pick up hazardous waste that has been pulled from the waste stream. The Convenience Centers accept solid waste from residents and commercial customers from within and outside of Bernalillo County. When hazardous waste such as batteries, paint, pesticides, etc is noticed in the waste stream, the material is pulled out and placed in separate cubic yard containers at the convenience center. Provide costs for pick-up, manifesting and proper disposal of:

- Waste paints to fill two 55-gallon drums;
- 400 pounds of used automotive batteries; and
- One 55-gallon over pack drum of various pesticide containers.

Task 5: Respond within two hours to a call from AEHD to assist the Albuquerque Fire Department Hazardous Material Team to a report of approximately 500 pounds of unknown mixed material dumped in 6-inch to 1-foot piles on soil and grass in the City right-of-way. Based on information from the Fire Department and an adjacent landowner, the material is various mixed granular fertilizer obtained from a commercial greenhouse in a barter arrangement. The bags/containers that the fertilizer came in are no longer available. Because this is located in area where there is high foot traffic, AEHD requests that the material be removed immediately, categorized and properly disposed. The site is on a road adjacent to Balloon Fiesta Park, during the Albuquerque International Balloon Fiesta.

Total Cost Summary:

Task 1:	\$ _____
Task 2:	\$ _____
Task 3:	\$ _____
Task 4:	\$ _____
Task 5:	\$ _____
 Total Tasks 1-5:	 \$ _____